

ELIAS C ALVORD (1942)  
ELLSWORTH C ALVORD (1964)

ROBERT W ALVORD  
CHARLES T KAPPLER  
JOHN H DOYLE  
RICHARD N BAGENSTOS  
JAMES C MARTIN (JR)

\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN MARYLAND

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

618 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

16684

RECORDATION NO

FILED 1425

OF COUNSEL  
URBAN A LESTER

ABLE ADDRESS  
ALVORD

TELEX  
440367 A AND A

TELEFAX  
(202) 393-2156

December 28, 1989  
DEC 28 1989 - 10 05 AM

9-362A028

Ms. Norita R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) fully executed original copies each of five (5) related primary documents described as 1) Assignment and Purchase Agreement (1989-I) dated as of December 1, 1989 ("Assignment I"), 2) Assignment and Purchase Agreement (1989-II) dated as of December 1, 1989 ("Assignment-II"), 3) Memorandum of Trust Indenture and Security Agreement dated as of December 1, 1989 ("Security Agreement"), 4) Memorandum of Trust Agreement dated as of December 1, 1989 ("Trust Agreement") and 5) Memorandum of Equipment Lease dated as of December 1, 1989 ("Lease").

The names and addresses of the parties to the enclosed documents are:

New No. - A  
Assignment I and Assignment II

Assignor: Occidental Chemical Corporation  
Occidental Tower  
5005 LBJ Freeway  
Dallas, TX 75244

Assignee: The Connecticut National Bank  
777 Main Street, MSN 238  
Hartford, CT 06115

Security Agreement:

Owner Trustee: The Connecticut National Bank  
777 Main Street, MSN 238  
Hartford, CT 06115

Indenture Trustee: Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
Baltimore, MD 21201

\* Two copies of documents 1) and 2).

Ms. Noreta R. McGee  
December 28, 1989  
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Trust Agreement:

- C Trustor: Ford Motor Credit Company  
c/o United States Capital Equipment  
Fairlane Plaza South, Suite 700  
330 Town Center Drive  
Dearborn, MI 48126

Trustee: The Connecticut National Bank  
777 Main Street, MSN 238  
Hartford, CT 06115

Lease

- D Lessor: The Connecticut National Bank, as Owner Trustee  
777 Main Street, MSN 238  
Hartford, CT 06115

Lessee: Occidental Chemical Corporation  
Occidental Tower  
5005 LBJ Freeway  
Dallas, TX 75244

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached hereto and made a part hereof.

Also enclosed is a check in the amount of <sup>#75</sup>~~\$60~~ payable to the order of the Interstate Commerce Commission covering the required recordation fee.

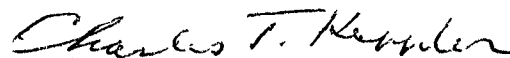
Kindly return stamped copies of the enclosed documents not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Suite 200, Washington, D.C. 20006.

Ms. Noreta R. McGee  
December 28, 1989  
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A short summary of the enclosed documents to appear in the Commission's Index is:

Assignment and Purchase Agreement (1989-I) between Occidental Chemical Corporation ("Occidental"), Assignor, and The Connecticut National Bank, Owner Trustee ("CNB"); Assignment and Purchase Agreement (1989-II) between Occidental, Assignor, and CNB; Memorandum of Trust Indenture and Security Agreement between CNB and Mercantile-Safe Deposit and Trust Company, Indenture Trustee; Memorandum of Trust Agreement between Ford Motor Credit Company, Trustor, and CNB; and Memorandum of Equipment Lease between CNB, Lessor, and Occidental, Lessee, each dated as of December 1, 1989, covering railcars.

Very truly yours,

  
Charles T. Kappler

CTK/skh  
Enclosures

RECORDATION NO

16684/

FILED 1425

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

=====

ASSIGNMENT AND PURCHASE AGREEMENT  
(1989-II)

Dated as of December 1, 1989

Between

OCCIDENTAL CHEMICAL CORPORATION

as Assignor

and

THE CONNECTICUT NATIONAL BANK  
Not in its Individual Capacity but  
solely as Owner-Trustee  
As Assignee

=====

Filed with the Interstate Commerce Commission  
pursuant to 49 U.S.C. § 11303  
on December \_\_, 1989 at \_\_:\_\_ .m.,  
recordation number \_\_\_\_\_

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ASSIGNMENT AND PURCHASE AGREEMENT (1989-II), dated as of December 1, 1989 ("Assignment Agreement"), between OCCIDENTAL CHEMICAL CORPORATION ("Assignor") and THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner-Trustee under the Trust Agreement dated as of December 1, 1989 with the Trustor named therein ("Assignee"),

W I T N E S S E T H:

WHEREAS, ABB CREDIT FINANS A.B. ("Lessor") a corporation organized under the laws of Sweden, as lessor, and Assignor, as lessee, have entered into (i) the Lease Agreement dated as of December 12, 1989 (the "Lease"), relating to certain railcars described in Schedule I hereto (the "Railcars") (ii) the Call Option Agreement dated as of December 12, 1989, (the "Call Option") relating to an option to purchase the Railcars granted to Assignor by Lessor; and (iii) the Sales Agency Agreement dated as of December 12, 1989 (the "Sales Agency Agreement") relating to the sale of the Railcars in the event the Call Option is not exercised;

WHEREAS, in connection with the Lease, Assignor and Hollandische Bank-Unie N.V. (the "Bank") have entered into the Liabilities Assumption Agreement dated as of December 12, 1989, (the "Liabilities Agreement") and Assignor, Lessor and the Bank have entered into the Payments Undertaking Agreement, dated as of December 21, 1989, (the "Payments Agreement") in each case relating to the assumption by the Bank of certain payment obligations of Assignor under the Lease, the Call Option and the Sales Agency Agreement, and Lessor and Assignor have entered into the Security Agreement dated as of December 12, 1989 (the "Security Agreement") whereby Lessor has secured certain of its obligation to Assignor and has granted to Assignor a Power of Attorney dated December 12, 1989 (the "Power of Attorney");

WHEREAS, the Assignor wishes to assign all its rights, benefit and interest in and to the Railcars and certain of its rights, benefit and interest in and to the Lease, the Call Option, the Sales Agency Agreement, the Liabilities Agreement the Payments Agreement, the Security Agreement and the Power of Attorney (collectively the "Assigned Documents"), to and in favor of the Assignee on the terms hereof and;

WHEREAS, simultaneously herewith Assignee and Assignor are entering into the Equipment Lease dated as of December 1, 1989 (the "U.S. Lease") and Assignee is entering into the Trust Indenture and Security Agreement, dated as of December 1, 1989 (the "Indenture") with Mercantile-Safe Deposit and Trust Company ("Indenture Trustee").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

## Section 1. Definitions.

Unless the context otherwise requires, capitalized terms defined in, or by reference in, the Assigned Documents have the same meaning when used in this Assignment.

## Section 2. Assignment and Transfer.

(a) In consideration of the payment by Assignee to Assignor of the sum of Ten U.S. Dollars (U.S. \$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, (i) the Assignor hereby assigns and transfers absolutely to the Assignee all of its rights, benefit and interest in and to (v) the Railcars, (w) the Lease (including, without limitation, the right to exercise any option to terminate the Lease pursuant to Sections 10.3, 10.4 or 10.5 of the Lease, the right to have title to any Railcar vest in Assignee to the exclusion of Assignor at any time that title to such Railcar would vest in Assignor pursuant to the terms of the Lease, the right to grant any consent or approval pursuant to Section 13.1 of the Lease, and the rights with respect to warranty rights under the Purchase Documents Assignment to the extent assigned to Assignor by the Lessor under the Lease and all claims for damages in respect of any Railcar arising as a result of any default by the Manufacturer under the Purchase Agreements, and all claims arising thereunder); reserving, however, to Assignor the nonexclusive right to terminate the Lease pursuant to Sections 10.3 and 10.4 of the Lease but not the right to have title vest in Assignor pursuant to such Sections, (x) the Call Option; (y) the Sales Agency Agreement, including without limitation, the right to receive the success fee provided for in Section 5 of the Sales Agency Agreement; and (z) the Security Agreement and Power of Attorney and (ii) the Assignor hereby assigns to the Assignee its rights, benefit and interest in and to (w) that certain letter dated the date hereof from Algemene Bank Nederland N.V. in respect of the transactions contemplated by the Lease (the "Parent Guaranty") (y) the Liabilities Agreement and (z) the Payments Agreement; provided however that such assignment in clause (ii) hereof to the Assignee shall not be to the exclusion of the continuing rights, benefit and interest of the Assignor in the same and (iii) the Assignor hereby assigns to the Assignee to the extent assigned in clauses (i) and (ii) all rights of the Assignor to exercise any election or option or to make any decision or determination or give any notice, consent, waiver or approval or to take any other action under or with respect to the Assigned Documents and all rights, powers and remedies on the part of the Assignor with respect thereto, whether acting under the Assigned Documents or by statute or at law or in equity. With respect to the rights, benefits and interests to the extent assigned and transferred in this Section 2, references in the Assigned Documents to the "Lessee" shall be deemed to be references to the Assignee.

(b) This Assignment shall not transfer any of the obligations of the Assignor under the Assigned Documents, and the burden of the terms and conditions of the Assigned Documents imposed upon the Assignor, including

without limitation, the obligation to make any payment of any Termination Sum under the Lease, the Call Option Price under the Call Option or any payment to Lessor as Principal pursuant to the terms of the Sales Agency Agreement shall not hereby in any way pass to or be assumed by the Assignee. For the avoidance of doubt and in furtherance of the foregoing, the Assignor hereby agrees that (i) the Assignee shall not be obliged to perform any duty, covenant or condition required to be performed by the Assignor under any of the terms of the Assigned Documents and (ii) all such duties, covenants and conditions are and shall remain the obligations of Assignee.

### Section 3. Covenants.

(a) The Assignor covenants in favor of the Assignee that:

(i) it will not agree or purport to agree to any amendment to any provision of any Assigned Document without the consent of Assignee; and

(ii) it shall, upon the request of the Assignee, promptly execute and deliver any and all such further instruments and documents as the Assignee may reasonably require for the purpose of obtaining the full benefit of this Assignment and the rights and powers hereby assigned and granted.

(b) The Assignee covenants in favor of the Assignor that, so long as no Event of Default (as defined in the U.S. Lease) under the U.S. Lease shall have occurred and be continuing, that it will not exercise any right to terminate the Lease under Section 10.4 thereof on any Payment Date occurring before the tenth anniversary of the Lease Commencement Date.

### Section 4. Power of Attorney.

The Assignor hereby irrevocably appoints the Assignee with full power of substitution to be its attorney and in its name and on its behalf to (i) act under the Power of Attorney, as substitute for Assignor, with full powers thereunder as if Assignee had been named therein, and (ii) to execute, sign and do all deeds, instruments, acts and things whatsoever which it shall in the opinion of the Assignee be necessary or expedient that the Assignor should execute sign or do for the purpose of carrying out any obligation hereby declared or imposed upon the Assignor or for giving to the Assignee on its behalf the full benefit of any of the provisions hereof and generally to use the Assignor's name in the exercise of all or any of the powers hereby conferred on the Assignee. The Assignor covenants with the the Assignee that it will ratify and confirm all that the attorney shall lawfully do or cause to be done by virtue of this Section 4.

### Section 5. Miscellaneous.

(a) This Assignment shall be binding on and inure to the benefit of the Assignor and its successors. This Assignment shall be binding on and inure to the benefit of the Assignee, its successors and assigns.



(b) No failure or delay by the Assignee in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or any partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers or remedies provided by law.

(c) If at any time any one or more of the provisions of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction and the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(d) This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Assignment by signing any such counterpart.

Section 6. Notices.

All notices and other communications provided for herein shall be in writing. Notices and other communications shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or otherwise actually received, addressed as follows:

If to the Assignor:

OCCIDENTAL CHEMICAL CORPORATION  
Corporate Office  
Occidental Tower  
P.O. Box 809050  
Dallas, Texas 75380  
Attention: Debt Compliance

Copy to:

Occidental Petroleum Corporation  
10889 Wilshire Boulevard  
Los Angeles, California 90024  
Attention: Vice President and  
Treasurer

If to the Assignee:

THE CONNECTICUT NATIONAL BANK  
777 Main Street  
Hartford, Connecticut 06115  
Attention: Corporate Trust Administration

or at such other place as any such party may designate by notice duly given in accordance with this Section to the other parties.

Section 7. Governing Law.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

Section 8. Limitation of Liability.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Assignee, are not intended as personal representations, covenants, undertakings and agreements of The Connecticut National Bank or for the purpose or with the intention of binding it personally but are made and intended in its capacity as Owner Trustee and for the purpose of binding only the Trust Estate (as such term is defined in the Trust Agreement referred to in the caption hereof); such Trust Estate is the Assignee hereunder, and this Assignment is executed and delivered by The Connecticut National Bank not in its own right but solely in the exercise of the powers conferred upon it as trustee; and no personal liability or personal a responsibility is assumed by nor shall at any time be asserted or enforceable against The Connecticut National Bank on account of this Assignment or on account of any representation, covenant, undertaking or agreement of it in this Assignment contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Assignor herein and by all persons claiming by, through or under the Assignor; excepting however that the Assignor or any person claiming by through or under it making claim hereunder, may look to said Trust Estate for satisfaction of the same.

Section 9. Security for Indenture Trustee.

Assignor hereby acknowledges that this Assignment Agreement has been assigned to Indenture Trustee pursuant to the Indenture, that Assignor has received an executed copy of the Indenture and that Assignor consents to said assignment, subject to the rights of Assignor under this Assignment Agreement. In the case of conflict between Assignor and Indenture Trustee as to said assignment, Assignor shall have the right of interpleader. Indenture Trustee, as such assignee, shall not be obligated to perform any duty, covenant or condition required to be performed by Assignee under the terms of this Assignment Agreement. It is understood that, for the purpose of securing the Notes (as defined in the Indenture) and the covenants of Indenture Trustee contained in the Indenture, Indenture Trustee has succeeded to all of Assignee's rights and privileges herein. Assignor further agrees that it will deliver to Indenture Trustee at its address set forth in the Indenture copies of all notices, consents and other instruments it either sends or receives under the Assigned Documents.

IN WITNESS WHEREOF the parties have caused this Assignment and Purchase Agreement to be executed as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity, but  
solely as Owner Trustee, as Assignee

By: 

Title:

TRUST OFFICER

OCCIDENTAL CHEMICAL CORPORATION  
as Assignor

By: \_\_\_\_\_

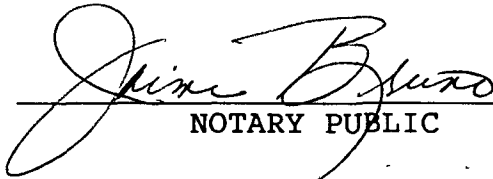
Title: \_\_\_\_\_

NY/1371Q

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

BEFORE ME, the undersigned notary, on this day personally appeared Rinette Bouchard, to me personally known or so proven to be, who, being by me duly sworn, says that she is a Trust Officer of The Connecticut National Bank, ("Trustee"), that the foregoing instrument was signed on behalf of the Trustee by authority of the Board of Directors of Trustee and she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of December, 1989.

  
NOTARY PUBLIC

[SEAL]

JAIME BRUNO  
NOTARY PUBLIC, State of New York  
No. 4844960  
Qualified in Westchester County  
Commission Expires April 30, 1991

My Commission Expires:

April 30, 1991  
Date

NY:1378Q

IN WITNESS WHEREOF the parties have caused this Assignment and Purchase Agreement to be executed as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity, but  
solely as Owner Trustee, as Assignee

By: \_\_\_\_\_  
Title:

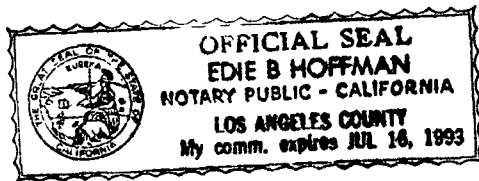
OCCIDENTAL CHEMICAL CORPORATION  
as Assignor

By: Joe Blaine  
Title: Joe Blaine  
Attorney-in-fact

State of California )  
County of Los Angeles ) ss.

BEFORE ME, the undersigned notary, on this day personally appeared Joe Blaine, to me personally known or so proven to be, who, being by me duly sworn, says that he/she is a Attorney-in-fact of the Occidental Chemical Corporation, (the "Company"), that the foregoing instrument was signed on behalf of the Company by authority of the Board of Directors of the Company and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this  
20th day of December, 1989.



  
NOTARY PUBLIC

[SEAL]

My Commission Expires: July 16, 1993

\_\_\_\_\_  
Date

Exhibit I to Assignment  
and Purchase Agreement  
(1989-II)

EQUIPMENT DESCRIPTION AND SPECIFICATIONS

A. LIQUID CHLORINE TANK CARS

Type:	17,360 gallon nominal capacity liquid chlorine tank cars
Quantity:	514
Reporting Marks:	HOKX 132401 - HOKX 132914
Manufacturer:	ACF Industries, Inc.
AAR Mechanical Designation:	DOT 105A500W
Specifications:	Compartments - 1 Light Weight - 82,500 lbs. Length over strikers - 47' 1-7/8" Length over truck centers - 36' 3-5/8" Height - 15' 9/16" Width - 10' 6-1/2" Clearance Diagram - B Plate Specification - TC 128-B Normalized  Diameter - 100.5" I.D. No heater piping, stub sill design, body mounted brakes, NFL Roller Bearings, 36" wheels, 2" glass wool plus 2" ceramic fiber insulation, 11 ga. steel jacket, unlined, valves and manway per Chlorine Institute standards, Lower half 1/2" head shields, Ride controlled Grade B 100 ton trucks, Miner TF 880 draft gears, 16" center plate, double shelf couplers, high friction brake shoes.

Exhibit I to Assignment  
and Purchase Agreement  
(1989-II)

EQUIPMENT

MANUFACTURER: ACF INDUSTRIES, INC.  
NUMBER AND TYPE: (514) Chlorine Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 132401	\$63,750	HOKX 132444	\$63,750
HOKX 132402	\$63,750	HOKX 132445	\$63,750
HOKX 132403	\$63,750	HOKX 132446	\$63,750
HOKX 132404	\$63,750	HOKX 132447	\$63,750
HOKX 132405	\$63,750	HOKX 132448	\$63,750
HOKX 132406	\$63,750	HOKX 132449	\$63,750
HOKX 132407	\$63,750	HOKX 132450	\$63,750
HOKX 132408	\$63,750	HOKX 132451	\$63,750
HOKX 132409	\$63,750	HOKX 132452	\$63,750
HOKX 132410	\$63,750	HOKX 132453	\$63,750
HOKX 132411	\$63,750	HOKX 132454	\$63,750
HOKX 132412	\$63,750	HOKX 132455	\$63,750
HOKX 132413	\$63,750	HOKX 132456	\$63,750
HOKX 132414	\$63,750	HOKX 132457	\$63,750
HOKX 132415	\$63,750	HOKX 132458	\$63,750
HOKX 132416	\$63,750	HOKX 132459	\$63,750
HOKX 132417	\$63,750	HOKX 132460	\$63,750
HOKX 132418	\$63,750	HOKX 132461	\$63,750
HOKX 132419	\$63,750	HOKX 132462	\$63,750
HOKX 132420	\$63,750	HOKX 132463	\$63,750
HOKX 132421	\$63,750	HOKX 132464	\$63,750
HOKX 132422	\$63,750	HOKX 132465	\$63,750
HOKX 132423	\$63,750	HOKX 132466	\$63,750
HOKX 132424	\$63,750	HOKX 132467	\$63,750
HOKX 132425	\$63,750	HOKX 132468	\$63,750
HOKX 132426	\$63,750	HOKX 132469	\$63,750
HOKX 132427	\$63,750	HOKX 132470	\$63,750
HOKX 132428	\$63,750	HOKX 132471	\$63,750
HOKX 132429	\$63,750	HOKX 132472	\$63,750
HOKX 132430	\$63,750	HOKX 132473	\$63,750
HOKX 132431	\$63,750	HOKX 132474	\$63,750
HOKX 132432	\$63,750	HOKX 132475	\$63,750
HOKX 132433	\$63,750	HOKX 132476	\$63,750
HOKX 132434	\$63,750	HOKX 132477	\$63,750
HOKX 132435	\$63,750	HOKX 132478	\$63,750
HOKX 132436	\$63,750	HOKX 132479	\$63,750
HOKX 132437	\$63,750	HOKX 132480	\$63,750
HOKX 132438	\$63,750	HOKX 132481	\$63,750
HOKX 132439	\$63,750	HOKX 132482	\$63,750
HOKX 132440	\$63,750	HOKX 132483	\$63,750
HOKX 132441	\$63,750	HOKX 132484	\$63,750
HOKX 132442	\$63,750		
HOKX 132443	\$63,750	HOKX 132485	\$63,750
		HOKX 132486	\$63,750



EQUIPMENT

MANUFACTURER: ACF INDUSTRIES, INC.  
NUMBER AND TYPE: (514) Chlorine Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOIX 132487	\$63,750	HOIX 132530	\$63,750
HOIX 132488	\$63,750	HOIX 132531	\$63,750
HOIX 132489	\$63,750	HOIX 132532	\$63,750
HOIX 132490	\$63,750	HOIX 132533	\$63,750
HOIX 132491	\$63,750	HOIX 132534	\$63,750
HOIX 132492	\$63,750	HOIX 132535	\$63,750
HOIX 132493	\$63,750	HOIX 132536	\$63,750
HOIX 132494	\$63,750	HOIX 132537	\$63,750
HOIX 132495	\$63,750	HOIX 132538	\$63,750
HOIX 132496	\$63,750	HOIX 132539	\$63,750
HOIX 132497	\$63,750	HOIX 132540	\$63,750
HOIX 132498	\$63,750	HOIX 132541	\$63,750
HOIX 132499	\$63,750	HOIX 132542	\$63,750
HOIX 132500	\$63,750	HOIX 132543	\$63,750
HOIX 132501	\$63,750	HOIX 132544	\$63,750
HOIX 132502	\$63,750	HOIX 132545	\$63,750
HOIX 132503	\$63,750	HOIX 132546	\$63,750
HOIX 132504	\$63,750	HOIX 132547	\$63,750
HOIX 132505	\$63,750	HOIX 132548	\$63,750
HOIX 132506	\$63,750	HOIX 132549	\$63,750
HOIX 132507	\$63,750	HOIX 132550	\$63,750
HOIX 132508	\$63,750	HOIX 132551	\$63,750
HOIX 132509	\$63,750	HOIX 132552	\$63,750
HOIX 132510	\$63,750	HOIX 132553	\$63,750
HOIX 132511	\$63,750	HOIX 132554	\$63,750
HOIX 132512	\$63,750	HOIX 132555	\$63,750
HOIX 132513	\$63,750	HOIX 132556	\$63,750
HOIX 132514	\$63,750	HOIX 132557	\$63,750
HOIX 132515	\$63,750	HOIX 132558	\$63,750
HOIX 132516	\$63,750	HOIX 132559	\$63,750
HOIX 132517	\$63,750	HOIX 132560	\$63,750
HOIX 132518	\$63,750	HOIX 132561	\$63,750
HOIX 132519	\$63,750	HOIX 132562	\$63,750
HOIX 132520	\$63,750	HOIX 132563	\$63,750
HOIX 132521	\$63,750	HOIX 132564	\$63,750
HOIX 132522	\$63,750	HOIX 132565	\$63,750
HOIX 132523	\$63,750	HOIX 132566	\$63,750
HOIX 132524	\$63,750	HOIX 132567	\$63,750
HOIX 132525	\$63,750	HOIX 132568	\$63,750
HOIX 132526	\$63,750	HOIX 132569	\$63,750
HOIX 132527	\$63,750	HOIX 132570	\$63,750
HOIX 132528	\$63,750	HOIX 132571	\$63,750
HOIX 132529	\$63,750	HOIX 132572	\$63,750

EQUIPMENT

MANUFACTURER: ACF INDUSTRIES, INC.  
NUMBER AND TYPE: (514) Chlorine Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 132573	\$63,750	HOKX 132584	\$65,070
HOKX 132574	\$63,750	HOKX 132585	\$65,070
HOKX 132575	\$63,750	HOKX 132586	\$65,070
HOKX 132576	\$63,750	HOKX 132587	\$65,070
HOKX 132577	\$63,750	HOKX 132588	\$65,070
HOKX 132578	\$63,750	HOKX 132589	\$65,070
HOKX 132579	\$63,750	HOKX 132590	\$65,070
HOKX 132580	\$63,750	HOKX 132591	\$65,070
HOKX 132581	\$63,750	HOKX 132592	\$65,070
HOKX 132582	\$63,750	HOKX 132593	\$65,070
HOKX 132583	\$63,750	HOKX 132594	\$65,070
		HOKX 132595	\$65,070
		HOKX 132596	\$65,070
		HOKX 132597	\$65,070
		HOKX 132598	\$65,070
		HOKX 132599	\$65,070
		HOKX 132600	\$65,070
		HOKX 132601	\$65,070
		HOKX 132602	\$65,070
		HOKX 132603	\$65,070
		HOKX 132604	\$65,070
		HOKX 132605	\$65,070
		HOKX 132606	\$65,070
		HOKX 132607	\$65,070
		HOKX 132608	\$65,070
		HOKX 132609	\$65,070
		HOKX 132610	\$65,070
		HOKX 132611	\$65,070
		HOKX 132612	\$65,070
		HOKX 132613	\$65,070
		HOKX 132614	\$65,070
		HOKX 132615	\$65,070
		HOKX 132616	\$65,070
		HOKX 132617	\$65,070
		HOKX 132618	\$65,070
		HOKX 132619	\$65,070
		HOKX 132620	\$65,070
		HOKX 132621	\$65,070
		HOKX 132622	\$65,070
		HOKX 132623	\$65,070
		HOKX 132624	\$65,070
		HOKX 132625	\$65,070
		HOKX 132626	\$65,070
		HOKX 132627	\$65,070
Subtotal	\$11,666,250		

EQUIPMENT

MANUFACTURER: ACF INDUSTRIES, INC.  
NUMBER AND TYPE: (514) Chlorine Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 132628	\$65,070	HOKX 132671	\$65,070
HOKX 132629	\$65,070	HOKX 132672	\$65,070
HOKX 132630	\$65,070	HOKX 132673	\$65,070
HOKX 132631	\$65,070	HOKX 132674	\$65,070
HOKX 132632	\$65,070	HOKX 132675	\$65,070
HOKX 132633	\$65,070	HOKX 132676	\$65,070
HOKX 132634	\$65,070	HOKX 132677	\$65,070
HOKX 132635	\$65,070	HOKX 132678	\$65,070
HOKX 132636	\$65,070	HOKX 132679	\$65,070
HOKX 132637	\$65,070	HOKX 132680	\$65,070
HOKX 132638	\$65,070	HOKX 132681	\$65,070
HOKX 132639	\$65,070	HOKX 132682	\$65,070
HOKX 132640	\$65,070	HOKX 132683	\$65,070
HOKX 132641	\$65,070	HOKX 132684	\$65,070
HOKX 132642	\$65,070	HOKX 132685	\$65,070
HOKX 132643	\$65,070	HOKX 132686	\$65,070
HOKX 132644	\$65,070	HOKX 132687	\$65,070
HOKX 132645	\$65,070	HOKX 132688	\$65,070
HOKX 132646	\$65,070	HOKX 132689	\$65,070
HOKX 132647	\$65,070	HOKX 132690	\$65,070
HOKX 132648	\$65,070	HOKX 132691	\$65,070
HOKX 132649	\$65,070	HOKX 132692	\$65,070
HOKX 132650	\$65,070	HOKX 132693	\$65,070
HOKX 132651	\$65,070	HOKX 132694	\$65,070
HOKX 132652	\$65,070	HOKX 132695	\$65,070
HOKX 132653	\$65,070	HOKX 132696	\$65,070
HOKX 132654	\$65,070	HOKX 132697	\$65,070
HOKX 132655	\$65,070	HOKX 132698	\$65,070
HOKX 132656	\$65,070	HOKX 132699	\$65,070
HOKX 132657	\$65,070	HOKX 132700	\$65,070
HOKX 132658	\$65,070	HOKX 132701	\$65,070
HOKX 132659	\$65,070	HOKX 132702	\$65,070
HOKX 132660	\$65,070	HOKX 132703	\$65,070
HOKX 132661	\$65,070	HOKX 132704	\$65,070
HOKX 132662	\$65,070	HOKX 132705	\$65,070
HOKX 132663	\$65,070	HOKX 132706	\$65,070
HOKX 132664	\$65,070	HOKX 132707	\$65,070
HOKX 132665	\$65,070	HOKX 132708	\$65,070
HOKX 132666	\$65,070	HOKX 132709	\$65,070
HOKX 132667	\$65,070	HOKX 132710	\$65,070
HOKX 132668	\$65,070	HOKX 132711	\$65,070
HOKX 132669	\$65,070	HOKX 132712	\$65,070
HOKX 132670	\$65,070	HOKX 132713	\$65,070

EQUIPMENT

MANUFACTURER: ACF INDUSTRIES, INC.  
NUMBER AND TYPE: (514) Chlorine Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 132714	\$65,070	HOKX 132758	\$65,070
HOKX 132715	\$65,070	HOKX 132759	\$65,070
HOKX 132716	\$65,070	HOKX 132760	\$65,070
HOKX 132717	\$65,070	HOKX 132761	\$65,070
HOKX 132718	\$65,070	HOKX 132762	\$65,070
HOKX 132719	\$65,070	HOKX 132763	\$65,070
HOKX 132720	\$65,070	HOKX 132764	\$65,070
HOKX 132721	\$65,070	HOKX 132765	\$65,070
HOKX 132722	\$65,070	HOKX 132766	\$65,070
HOKX 132723	\$65,070	HOKX 132767	\$65,070
HOKX 132724	\$65,070	HOKX 132768	\$65,070
HOKX 132725	\$65,070	HOKX 132769	\$65,070
HOKX 132726	\$65,070	HOKX 132770	\$65,070
HOKX 132727	\$65,070	HOKX 132771	\$65,070
HOKX 132728	\$65,070	HOKX 132772	\$65,070
HOKX 132729	\$65,070	HOKX 132773	\$65,070
HOKX 132730	\$65,070	HOKX 132774	\$65,070
HOKX 132731	\$65,070	HOKX 132775	\$65,070
HOKX 132732	\$65,070	HOKX 132776	\$65,070
HOKX 132733	\$65,070	HOKX 132777	\$65,070
HOKX 132734	\$65,070	HOKX 132778	\$65,070
HOKX 132735	\$65,070	HOKX 132779	\$65,070
HOKX 132736	\$65,070	HOKX 132780	\$65,070
HOKX 132737	\$65,070	HOKX 132781	\$65,070
HOKX 132738	\$65,070	HOKX 132782	\$65,070
HOKX 132739	\$65,070	HOKX 132783	\$65,070
HOKX 132740	\$65,070	HOKX 132784	\$65,070
HOKX 132741	\$65,070	HOKX 132785	\$65,070
HOKX 132742	\$65,070	HOKX 132786	\$65,070
HOKX 132743	\$65,070	HOKX 132787	\$65,070
HOKX 132744	\$65,070	HOKX 132788	\$65,070
HOKX 132745	\$65,070	HOKX 132789	\$65,070
HOKX 132746	\$65,070	HOKX 132790	\$65,070
HOKX 132747	\$65,070	HOKX 132791	\$65,070
HOKX 132748	\$65,070	HOKX 132792	\$65,070
HOKX 132749	\$65,070	HOKX 132793	\$65,070
HOKX 132750	\$65,070	HOKX 132794	\$65,070
HOKX 132751	\$65,070	HOKX 132795	\$65,070
HOKX 132752	\$65,070	HOKX 132796	\$65,070
HOKX 132753	\$65,070	HOKX 132797	\$65,070
HOKX 132754	\$65,070	HOKX 132798	\$65,070
HOKX 132755	\$65,070	HOKX 132799	\$65,070
HOKX 132756	\$65,070	HOKX 132800	\$65,070
HOKX 132757	\$65,070		

EQUIPMENT

MANUFACTURER: ACF INDUSTRIES, INC.  
NUMBER AND TYPE: (514) Chlorine Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 132801	\$62,900	HOKX 132845	\$62,900
HOKX 132802	\$62,900	HOKX 132846	\$62,900
HOKX 132803	\$62,900	HOKX 132847	\$62,900
HOKX 132804	\$62,900	HOKX 132848	\$62,900
HOKX 132805	\$62,900	HOKX 132849	\$62,900
HOKX 132806	\$62,900	HOKX 132850	\$62,900
HOKX 132807	\$62,900	HOKX 132851	\$65,070
HOKX 132808	\$62,900	HOKX 132852	\$65,070
HOKX 132809	\$62,900	HOKX 132853	\$65,070
HOKX 132810	\$62,900	HOKX 132854	\$65,070
HOKX 132811	\$62,900	HOKX 132855	\$65,070
HOKX 132812	\$62,900	HOKX 132856	\$65,070
HOKX 132813	\$62,900	HOKX 132857	\$65,070
HOKX 132814	\$62,900	HOKX 132858	\$65,070
HOKX 132815	\$62,900	HOKX 132859	\$65,070
HOKX 132816	\$62,900	HOKX 132860	\$65,070
HOKX 132817	\$62,900	HOKX 132861	\$65,070
HOKX 132818	\$62,900	HOKX 132862	\$65,070
HOKX 132819	\$62,900	HOKX 132863	\$65,070
HOKX 132820	\$62,900	HOKX 132864	\$65,070
HOKX 132821	\$62,900	HOKX 132865	\$65,070
HOKX 132822	\$62,900	HOKX 132866	\$65,070
HOKX 132823	\$62,900	HOKX 132867	\$65,070
HOKX 132824	\$62,900	HOKX 132868	\$65,070
HOKX 132825	\$62,900	HOKX 132869	\$65,070
HOKX 132826	\$62,900	HOKX 132870	\$65,070
HOKX 132827	\$62,900	HOKX 132871	\$65,070
HOKX 132828	\$62,900	HOKX 132872	\$65,070
HOKX 132829	\$62,900	HOKX 132873	\$65,070
HOKX 132830	\$62,900	HOKX 132874	\$65,070
HOKX 132831	\$62,900	HOKX 132875	\$65,070
HOKX 132832	\$62,900	HOKX 132876	\$65,070
HOKX 132833	\$62,900	HOKX 132877	\$65,070
HOKX 132834	\$62,900	HOKX 132878	\$65,070
HOKX 132835	\$62,900	HOKX 132879	\$65,070
HOKX 132836	\$62,900	HOKX 132880	\$65,070
HOKX 132837	\$62,900	HOKX 132881	\$65,070
HOKX 132838	\$62,900	HOKX 132882	\$65,070
HOKX 132839	\$62,900	HOKX 132883	\$65,070
HOKX 132840	\$62,900	HOKX 132884	\$65,070
HOKX 132841	\$62,900	HOKX 132885	\$65,070
HOKX 132842	\$62,900	HOKX 132886	\$65,070
HOKX 132843	\$62,900	HOKX 132887	\$65,070
HOKX 132844	\$62,900		

EQUIPMENT

MANUFACTURER: ACF INDUSTRIES, INC.  
NUMBER AND TYPE: (514) Chlorine Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 132888	\$65,070
HOKX 132889	\$65,070
HOKX 132890	\$65,070
HOKX 132891	\$65,070
HOKX 132892	\$65,070
HOKX 132893	\$65,070
HOKX 132894	\$65,070
HOKX 132895	\$65,070
HOKX 132896	\$65,070
HOKX 132897	\$65,070
HOKX 132898	\$65,070
HOKX 132899	\$65,070
HOKX 132900	\$65,070
HOKX 132901	\$65,070
HOKX 132902	\$65,070
HOKX 132903	\$65,070
HOKX 132904	\$65,070
HOKX 132905	\$65,070
HOKX 132906	\$65,070
HOKX 132907	\$65,070
HOKX 132908	\$65,070
HOKX 132909	\$65,070
HOKX 132910	\$65,070
HOKX 132911	\$65,070
HOKX 132912	\$65,070
HOKX 132913	\$65,070
HOKX 132914	\$65,070
Subtotal	\$21,429,670

Total \$33,095,920